



# LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

August 10, 1979

DAVID M. YEARWOOD  
GENERAL ATTORNEY

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8144-4m  
AUG 21 1979 - 10 30 PM  
INTERSTATE COMMERCE COMMISSION

9-233A019

AUG 21 1979

Fee \$10.00

Washington, D. C.

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of May 1, 1979 between Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and First Security Bank of Utah, National Association, as Trustee, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company, as Agent, and First Security Bank of Utah, National Association, as Trustee, transferred and released to Louisville and Nashville Railroad Company their respective interests in four 70-ton open top hopper cars bearing L&N road numbers 75848, 75929, 75978 and 75996 and a covered gondola car bearing L&N road number 26327 that are subject to a Reconstruction and Conditional Sale Agreement dated as of November 1, 1975 and Lease of Railroad Equipment dated as of November 1, 1975, which were filed and recorded with the Interstate Commerce Commission on December 17, 1975 and assigned Recordation Nos. 8144 and 8144-A, respectively.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose of ~~INTERSTATE~~ who has knowledge of the matters set forth herein. ~~INTERSTATE~~  
COMMERCE COMMISSION

RECEIVED

AUG 20 1979

4  
ADMINISTRATIVE SERVICES  
MAIL UNIT

AUG 21 10 23 AM '79

RECEIVED

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachment

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/11/79

OFFICE OF THE SECRETARY

David M. Yearwood, Gen. Atty.  
Louisville & Nashville RR. Co.  
908 W. Broadway  
Louisville, KY. 40203

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/21/79 at 10:30am, and assigned recordation number(s). 8144-M

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

Counterpart No. 1

Of 5 Counterparts

RECORDATION NO. 8144 Filed 1425

AGREEMENT OF PARTIAL RELEASE dated as of May 1, 1979 **AUG 21 1979 - 10 20 PM**

between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee. INTERSTATE COMMERCE COMMISSION

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of November 1, 1975 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security Bank of Utah, National Association, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of November 1, 1975 (hereinafter called the Lease) between First Security Bank of Utah, National Association, as Trustee (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company, as Lessee (therein and hereinafter called the Lessee), the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on December 17, 1975 and assigned Recordation No. 8144;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on December 17, 1975, and assigned Recordation No. 8144-A;

WHEREAS, four (4) 70-ton open top hopper cars bearing the Lessee's road numbers 75848, ~~75928~~ <sup>the 75929</sup>, 75978 and 75996 and one (1) covered gondola car bearing the Lessee's road number 26327 (hereinafter called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises,

covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

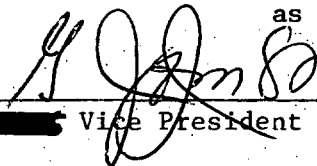
This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

as Agent

By



G. J. Johnston

Vice President

(Corporate Seal)

ATTEST:



F. H. GILBERT

CORPORATE TRUST OFFICER



STATE OF UTAH           )  
                                  ) SS:  
COUNTY OF SALT LAKE )

On this 3 day of July 1979, before me personally appeared FUCHIA B. EICHERS, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Tenna L. Alloria  
Notary Public

My Commission Expires November 15, 1981

My Commission expires \_\_\_\_\_.

(Notarial Seal)